

INTERROGATORIES

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- 2 **1. For each year from 2013 to the present, state the number of unauthorized**
- 3 **SIM swaps reported to AT&T by its customers.**

4 **RESPONSE:** AT&T objects to this Interrogatory as overly broad as to time period. AT&T's

5 response will be limited to information from the time period of January 1, 2018, to the present.

6 AT&T further objects that the phrase "unauthorized SIM swaps" is vague and ambiguous as to

7 whose authorization is at issue or what constitutes authorization. AT&T will construe this phrase to

8 mean SIM swaps that were performed in connection with the telephone numbers of AT&T

9 customers without being authorized by those customers. AT&T objects to this Interrogatory

10 to the extent it seeks information not within AT&T's possession, custody, or control or not

11 ascertainable by any reasonable method, including which SIM swaps were authorized by an AT&T

12 customer. AT&T objects to this Interrogatory to the extent it seeks information regarding the

13 claims and activities of other AT&T customers, containing the protected CPNI of other AT&T

14 customers, and/or concerning incidents or occurrences that have no relevance to or bearing upon the

15 claims or defenses in this case. Because Ross has alleged that AT&T violated its duties to him and

16 his claims will rise or fall based on the evidence concerning his own interactions with AT&T,

17 information regarding SIM swaps experienced by other customers is not relevant to any issue in

18 this case, is not proportional to the needs of the case, and the burden of identifying, collecting, and

19 producing such information would far outweigh any likely benefit of the disclosure of such

20 information in this matter. AT&T further objects to the extent that the requested information is

21 protected against disclosure by applicable federal and state law and authorities, including by not

22 limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act,

23 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et*

24 *seq.* AT&T further objects that the Interrogatory seeks materials protected by the privacy right of

25 third party customers. AT&T further objects that the Interrogatory seeks materials protected by

26 attorney-client and/or attorney work product privileges. AT&T's investigation into the matters at

27 issue in this case and this Interrogatory is continuing. AT&T reserves the right to supplement, correct,

28 or update this or any response at a later date. Based on the foregoing General and Specific

1 Objections, AT&T will meet and confer over whether there is an acceptable scope to this
2 Interrogatory.

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4 **6. State the total dollar amount paid by AT&T to resolve claims arising out of
unauthorized SIM swaps**

5 **RESPONSE:** AT&T objects to this Interrogatory as overly broad, unduly burdensome, and
6 not proportional to the needs of this case because it is unlimited as to time. AT&T's response will
7 therefore be limited to information from the time period of January 1, 2018 to the present. AT&T
8 also objects that the Interrogatory is overly broad, unduly burdensome, and not proportional to the
9 needs of this case to the extent it seeks information not relevant to the incidents at issue. For
10 example, this Interrogatory calls for information regarding any payments made by AT&T to other
11 AT&T subscribers based on incidents or occurrences that involve entirely different facts and
12 circumstances than any SIM swap at issue in this case. Such information has no relevance to or
13 bearing upon the claims or defenses in this case. Because Ross has alleged that AT&T violated its
14 duties to him and his claims will rise or fall based on the evidence concerning his own interactions
15 with AT&T, information regarding SIM swaps experienced by other customers is not relevant to
16 any issue in this case, is not proportional to the needs of the case, and the burden of identifying,
17 collecting, and producing such information would far outweigh any likely benefit of the disclosure
18 of such information in this matter. Moreover, information pertaining to other subscribers may
19 contain information that is protected against disclosure by applicable federal and state law and
20 authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored
21 Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986,
22 18 U.S.C. §§ 2510 *et seq.* AT&T further objects that any settlements entered by AT&T, to the extent
23 they exist, may include confidentiality provisions that preclude disclosure of any information
24 regarding the settlement, including its amount. AT&T further objects that the Interrogatory seeks
25 materials protected by the privacy rights of third party subscribers. AT&T further objects that the
26 phrase "unauthorized SIM swaps" is vague and ambiguous as to whose authorization is at issue or
27 what constitutes authorization. AT&T will construe this phrase to mean SIM swaps that were
28 performed in connection with the telephone numbers of AT&T customers without being authorized

1 by those customers. AT&T's investigation into the matters at issue in this case and this Interrogatory
2 is continuing. AT&T reserves the right to supplement, correct, or update this or any response at a
3 later date.

4 For the reasons set forth in the foregoing General and Specific Objections, AT&T will not
5 provide a further response to this Interrogatory.

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7 **9. For each year from 2013 to the present, describe in detail each measure AT&T
8 implemented to combat unauthorized SIM swaps**

9 **RESPONSE:** AT&T objects to this Interrogatory as lacking a reasonable temporal limitation.
10 AT&T's response will therefore be limited to information from the time period of January 1, 2018 to
11 the present. AT&T further objects that the interrogatory is overly broad, vague, and ambiguous with
12 respect to the term "each measure AT&T implemented to combat unauthorized SIM swaps." AT&T
13 further objects that the phrase "unauthorized SIM swaps" is vague and ambiguous as to whose
14 authorization is at issue or what constitutes authorization. AT&T will construe this phrase to mean SIM
15 swaps that were performed in connection with the telephone numbers of AT&T customers without
16 being authorized by those customers. AT&T further objects to this Interrogatory on the basis that it
17 seeks information protected by the attorney client and/or attorney work product privileges. AT&T
18 further objects to this Interrogatory on the basis that it seeks proprietary, confidential and/or trade secret
19 information. AT&T objects to the term "measure" as vague and ambiguous. AT&T objects to this
20 Interrogatory to the extent it seeks information regarding policies that were not in place when Ross
21 alleges he experienced a SIM swap because such policies are not relevant to this litigation and are not
22 admissible under the Federal Rules of Evidence. AT&T further objects to this Interrogatory to the
23 extent it asks for measures to be identified or segregated by year. AT&T further objects to this
24 Interrogatory to the extent it suggests that AT&T has final authority to implement any measure or
policy at vendor call centers.

25 Subject to and without waiving its General and Specific Objections, AT&T responds as follows:
26 AT&T's investigation into the matters at issue in this case and this Interrogatory is continuing. AT&T
27 reserves the right to supplement, correct, or update this or any response at a later date.

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AT&T further states that AT&T states that information regarding AT&T's policies concerning SIM changes, customer verification and account change procedures is located in AT&T's policy documents on these topics, which AT&T will be producing in response to Mr. Ross's First Requests for Production, and that the burden of identifying the responsive information in those materials will be substantially the same for Mr. Ross as for AT&T. In addition, AT&T will produce a copy of its privacy policy(ies) and policies designed to protect subscriber confidential information and CPNI in effect during the period of unauthorized SIM changes Mr. Ross alleges in the complaint.

21. State each date that the phone(s) bearing IMEI numbers 359239069326461, 354851092905311 and 359407081422499 (which are referenced in the REACT Investigation Report involving the SIM SWAP) were involved in an unauthorized SIM swap.

RESPONSE: AT&T objects to this Interrogatory as lacking a reasonable temporal limitation. AT&T's response will therefore be limited to information from the time period of

1 January 1, 2018 to the present. AT&T objects to this Interrogatory to the extent it relies on
2 assumptions unsupported by any evidence. AT&T further objects to this Interrogatory as overly
3 broad, unduly burdensome, and not proportional to the needs of this case to the extent it seeks
4 information not relevant to the incidents at issue, including unrelated data about a phone that does
5 not belong to Ross. This Interrogatory would require AT&T to provide information on SIM swaps
6 of other customers, which concern incidents or occurrences that involve entirely different facts and
7 circumstances than any SIM swap at issue in this case. Such information about different customers,
8 incidents, and facts and circumstances has no relevance to or bearing upon the claims or defenses
9 in this case. Because Ross has alleged that AT&T violated its duties to him and his claims will rise
10 or fall based on the evidence concerning his own interactions with AT&T, the burden of identifying,
11 collecting, and reproducing information about IMEIs, if any, that were connected only to other
12 customers' experiences is not proportional to the needs of the case and would far outweigh any likely
13 benefit of the disclosure of such information in this matter. Moreover, information pertaining to
14 other subscribers may contain information that is protected against disclosure by applicable federal
15 and state law and authorities, including by not limited to the Federal Communications Act, 47
16 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic
17 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* Accordingly, AT&T will limit its
18 response to SIM swaps involving Ross. AT&T objects to this Interrogatory to the extent it seeks
19 information provided by AT&T to any government or law enforcement entity to the extent such
20 Interrogatory is contrary to, or not allowed by, any law or policy. AT&T further objects that the
21 phrase "unauthorized SIM swap" is vague and ambiguous as to whose authorization is at issue or
22 what constitutes authorization. AT&T will construe this phrase to mean SIM swaps that were
23 performed in connection with the telephone numbers of AT&T customers without being authorized
24 by those customers. AT&T's investigation into the matters at issue in this case and this Interrogatory
25 is continuing. AT&T reserves the right to supplement, correct, or update this or any response at a
26 later date.

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28 Subject to and without waiving its General and Specific Objections, AT&T states as follows:

1 Based on its investigation, the phone bearing IMEI number 359239069326461 was involved in an
2 alleged SIM swap of Ross's phone on October 26, 2018.

3 **25. IDENTIFY each of AT&T's past and present officers, managers and directors**
4 **who have held positions with ZENKEY**

5 **RESPONSE:** AT&T objects to this Interrogatory as overly broad as to time period. AT&T's
6 response and production of documents will be limited to information from the time period of January
7 1, 2018 to the present. AT&T objects that information regarding ZenKey is not relevant to this litigation
8 because ZenKey was not used by or available to Ross or any customer at the time of the alleged SIM
9 swap. AT&T further objects that ZenKey is addressed only in the proposed amended complaint, which
10 the Court has not granted Ross leave to file. AT&T further objects that the Interrogatory is unduly
11 burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial
12 information of third parties that AT&T is prohibited from disclosing and that has no bearing on this
13 litigation. AT&T further objects that this Interrogatory is not proportionate to the needs of this case
14 because any tangential relevance Ross could theorize for ZenKey is outweighed by the burden
15 of navigating these complex confidentiality issues. AT&T further objects that Ross can obtain
16 any relevant information regarding ZenKey via public information easily accessible to Ross, including
17 from AT&T's website. AT&T further objects that AT&T's intentions regarding the ZenKey App
18 have no relevance to Ross's claim that his own SIM swap should have or could have been prevented.
19 AT&T's investigation into the matters at issue in this case and this Interrogatory is continuing. AT&T
20 reserves the right to supplement, correct, or update this or any response at a later date.

21 Based on its General and Specific Objections, AT&T will not further respond to this
22 Interrogatory.

23 **REQUESTS FOR PRODUCTION**

24 **13. DOCUMENTS sufficient to show the measures AT&T implemented prior to**
25 **October 26, 2018 to combat unauthorized SIM swaps.**

26 **RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome, and not
27 proportional to the needs of this case because it is unlimited as to time. AT&T's response and
28

1 production of documents will therefore be limited to information from the time period of January 1,
 2 2018 to October 26, 2018. AT&T objects that this Request is not proportionate to the needs of this
 3 case because it seeks documents pertaining to AT&T's measures, even though the SIM swap that
 4 Mr. Ross alleges involves activities by One Touch Direct employees or representatives, not AT&T
 5 employees or representatives. AT&T further objects that the phrase "unauthorized SIM swaps" is
 6 vague and ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T
 7 will construe this phrase to mean SIM swaps that were performed in connection with the telephone
 8 numbers of AT&T customers without being authorized by those customers.

9 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
 10 produce AT&T policies referencing SIM changes and the prevention of unauthorized access to
 11 customer accounts from January 1, 2018 to October 26, 2018, to the extent such documents exist in
 12 AT&T's possession and can be located pursuant to a reasonable search.

13 **22. DOCUMENTS sufficient to show the measures AT&T has implemented since**
 14 **October 26, 2018 to combat unauthorized SIM swaps.**

15 **RESPONSE:** AT&T objects that this Request seeks information that is not relevant and not
 16 proportionate to the needs of this case because changes to AT&T's policies after the alleged SIM
 17 swap do not bear on any issue in this case and would be inadmissible under the Federal Rules of
 18 Evidence. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and ambiguous
 19 as to whose authorization is at issue or what constitutes authorization. AT&T will construe this phrase
 20 to mean SIM swaps that were performed in connection with the telephone numbers of AT&T
 21 customers without being authorized by those customers.

22 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
 23 produce responsive, non-privileged documents, to the extent such documents exist in AT&T's
 24 possession and can be located pursuant to a reasonable search.

25 **35. ALL DOCUMENTS RELATING TO features of the ZenKey App which are**
 26 **intended to combat fraud or theft due to unauthorized SIM swaps.**

27 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
 28 response and production of documents will be limited to information from the time period of January

1, 2018 to the present. AT&T further objects that the phrase “unauthorized SIM swaps” is vague and ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will construe this phrase to mean SIM swaps that were performed in connection with the telephone numbers of AT&T customers without being authorized by those customers. AT&T objects to the phrase “which are intended to” as vague and ambiguous with respect to whose intentions are referenced. AT&T objects that documents regarding ZenKey are not relevant to this litigation because ZenKey was not used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T further objects that the Request is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial information of third parties that AT&T is prohibited from disclosing and that has no bearing on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case because any tangential relevance Ross could theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T further objects that Ross can obtain any relevant information regarding ZenKey via public information easily accessible to Ross, including from AT&T’s website. AT&T further objects that AT&T’s intentions regarding the ZenKey App have no relevance to Ross’s claim that his own SIM swap should have or could have been prevented.

AT&T will not produce documents responsive to this Request.

36. DOCUMENTS sufficient to show (i) the investment in ZENKEY by AT&T (or any parent, subsidiary or affiliate), (ii) the IDENTITY of officers, managers, directors or employees of AT&T (and its parent, subsidiary and sibling entities) who have any management role or board seat in ZENKEY, (iii) ZENKEY sales and marketing presentations to financial institutions, and (iv) the detailed financial projections (including pricing, revenue, and profit) for ZENKEY.

RESPONSE: AT&T objects to this Request as overly broad as to time period. AT&T’s response and production of documents will be limited to information from the time period of January 1, 2018 to the present. AT&T objects that documents regarding ZenKey are not relevant to this litigation because ZenKey was not used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T further objects that the Request

1 is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive
 2 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing
 3 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case
 4 because any tangential relevance Ross could theorize for ZenKey is outweighed by the burden of
 5 navigating these complex confidentiality issues. AT&T further objects that Ross can obtain any
 6 relevant information regarding ZenKey via public information easily accessible to Ross, including
 7 from AT&T's website. AT&T further objects that the requested financial information regarding
 8 ZenKey has no relevance to Ross's claim that his own SIM swap should have or could have been
 9 prevented.

10 AT&T will not produce documents responsive to this Request.

11 **37. All organization charts detailing the executive management and board of**
 12 **managers (or directors) of ZENKEY.**

13 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
 14 response and production of documents will be limited to information from the time period of January
 15 1, 2018 to the present. AT&T objects to this request for documents concerning the organization of
 16 an unaffiliated third party as overly broad because it seeks irrelevant materials having no bearing on
 17 the claims or defenses in this matter, and the burden of identifying such materials is not proportional
 18 to the needs of this case. AT&T further objects to this request as vague and ambiguous with regard
 19 to the term "executive management." AT&T objects that documents regarding ZenKey are not
 20 relevant to this litigation because ZenKey was not used by or available to Ross or any customer at
 21 the time of the alleged SIM swap. AT&T further objects that ZenKey is addressed only in the
 22 proposed amended complaint, which the Court has not granted Ross leave to file. AT&T further
 23 objects that the Request is unduly burdensome and invasive of confidential, proprietary, trade secret,
 24 and/or sensitive financial information of third parties that AT&T is prohibited from disclosing and
 25 that has no bearing on this litigation. AT&T further objects that this Request is not proportionate to
 26 the needs of this case because any tangential relevance Ross could theorize for ZenKey is outweighed
 27 by the burden of navigating these complex confidentiality issues. AT&T further objects that Ross
 28 can obtain any relevant information regarding ZenKey via public information easily accessible to

1 Ross, including from AT&T's website. AT&T further objects that the requested information
2 regarding ZenKey has no relevance to Ross's claim that his own SIM swap should have or could
3 have been prevented.

4 AT&T will not produce documents responsive to this Request.

5 **39. DOCUMENTS sufficient to show the reporting relationship between Johannes**
6 **Jaskolski & Bill O'Hern from October 2017 to the present.**

7 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
8 response and production of documents will be limited to information from the time period of January
9 1, 2018 to the present.

10 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
11 produce documents sufficient to show the current reporting relationship between Johannes Jaskolski
12 and Bill O'Hern.

13 **40. Presentations made by Johannes Jaskolski RELATING TO unauthorized SIM**
14 **swaps.**

15 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
16 response and production of documents will be limited to information from the time period of January
17 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and
18 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will
19 construe this phrase to mean SIM swaps that were performed in connection with the telephone
20 numbers of AT&T customers without being authorized by those customers.

21 AT&T further objects to this Request to the extent that it seeks documents relating to
22 ZenKey. Documents relating to ZenKey are not relevant to this litigation because ZenKey was not
23 used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further
24 objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not
25 granted Ross leave to file. AT&T further objects that to the extent the Request seeks documents
26 regarding ZenKey, the Request is unduly burdensome and invasive of confidential, proprietary, trade
27 secret, and/or sensitive financial information of third parties that AT&T is prohibited from disclosing
28 and that has no bearing on this litigation. AT&T further objects that this Request is not proportionate

1 to the needs of this case to the extent it seeks documents regarding ZenKey because any tangential
 2 relevance Ross could theorize for ZenKey is outweighed by the burden of navigating these complex
 3 confidentiality issues. AT&T further objects that Ross can obtain any relevant information regarding
 4 ZenKey via public information easily accessible to Ross, including from AT&T's website.

5 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
 6 produce non-privileged responsive documents, to the extent such documents exist and do not pertain
 7 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

8 **41. DOCUMENTS RELATING TO AT&T's COMMUNICATIONS with the**
 9 **Mobile Authentication Task Force to combat unauthorized SIM swaps,**
 10 **including evaluation, recommendation, approval or rejection of SIM swap**
solutions.

11 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
 12 response and production of documents will be limited to information from the time period of January
 13 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and
 14 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will
 15 construe this phrase to mean SIM swaps that were performed in connection with the telephone
 16 numbers of AT&T customers without being authorized by those customers. AT&T objects to this
 17 Request to the extent it seeks information regarding the claims and activities of other AT&T
 18 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or
 19 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T
 20 further objects to this Request to the extent it seeks documents that contain information about other
 21 customers that is protected against disclosure by applicable federal and state law and authorities,
 22 including by not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored
 23 Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986,
 24 18 U.S.C. §§ 2510 *et seq.* AT&T further objects to the extent that the Request seeks materials
 25 protected by the privacy rights of third party customers.

26 AT&T further objects that documents regarding ZenKey, a product relating to the Mobile
 27 Authentication Task Force, are not relevant to this litigation because ZenKey was not used by or
 28 available to Ross or any customer at the time of the alleged SIM swap. AT&T objects that the requested

1 information regarding ZenKey has no relevance to Ross's claim that his own SIM swap should have
2 or could have been prevented. AT&T further objects that ZenKey is addressed only in the proposed
3 amended complaint, which the Court has not granted Ross leave to file. AT&T further objects that the
4 Request is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive
5 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing
6 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case
7 because any tangential relevance Ross could theorize for ZenKey or other products relating to the
8 Mobile Authentication Task Force is outweighed by the burden of navigating these complex
9 confidentiality issues. AT&T further objects that Ross can obtain any relevant information regarding
10 ZenKey and the Mobile Authentication Task Force via public information easily accessible to Ross,
11 including from AT&T's website.

12 AT&T will not produce documents responsive to this Request.

13 **42. DOCUMENTS sufficient to show the intention to incorporate Project Halo**
14 **technology into ZenKey.**

15 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
16 response and production of documents will be limited to information from the time period of January
17 1, 2018 to the present. AT&T objects to this Request as vague and ambiguous with respect to whose
18 "intention" is referenced in the Request. AT&T objects to the Request to the extent it incorporates
19 an assumption about AT&T's policies without any evidentiary support. AT&T objects that
20 documents regarding ZenKey are not relevant to this litigation because ZenKey was not used by or
21 available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that
22 ZenKey is addressed only in the proposed amended complaint, which the Court has not granted Ross
23 leave to file. AT&T further objects that the Request is unduly burdensome and invasive of
24 confidential, proprietary, trade secret, and/or sensitive financial information of third parties that
25 AT&T is prohibited from disclosing and that has no bearing on this litigation. AT&T further objects
26 that this Request is not proportionate to the needs of this case because any tangential relevance Ross
27 could theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality
28 issues. AT&T further objects that Ross can obtain any relevant information regarding ZenKey via

1 public information easily accessible to Ross, including from AT&T's website. AT&T further objects
 2 that AT&T's intentions regarding ZenKey and/or Project Halo have no relevance to Ross's claim that
 3 his own SIM swap should have or could have been prevented.

4 AT&T will not produce documents responsive to this Request.

5 **44. COMMUNICATIONS between Johannes Jaskolski and Bill O'Hern**
 6 **RELATING TO unauthorized SIM swaps, including as they relate to ZenKey.**

7 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
 8 response and production of documents will be limited to information from the time period of January
 9 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and
 10 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will
 11 construe this phrase to mean SIM swaps that were performed in connection with the telephone
 12 numbers of AT&T customers without being authorized by those customers. AT&T further objects
 13 that the requested information regarding ZenKey has no relevance to Ross's claim that his own SIM
 14 swap should have or could have been prevented. AT&T objects to this Request to the extent it seeks
 15 information regarding the claims and activities of other AT&T customers, containing the protected
 16 CPNI of other AT&T customers, and/or concerning incidents or occurrences that have no relevance
 17 to or bearing upon the claims or defenses in this case. AT&T further objects to this Request because
 18 the requested information about other customers is protected against disclosure by applicable federal
 19 and state law and authorities, including by not limited to the Federal Communications Act, 47 U.S.C.
 20 § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications
 21 Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further objects that the Request seeks materials
 22 protected by the privacy right of third party customers.

23 AT&T further objects to this Request to the extent that it seeks documents relating to
 24 ZenKey. Documents relating to ZenKey are not relevant to this litigation because ZenKey was not
 25 used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further
 26 objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not
 27 granted Ross leave to file. AT&T further objects that the requested information regarding ZenKey
 28 has no relevance to Ross's claim that his own SIM swap should have or could have been prevented.
 AT&T further objects that to the extent the Request seeks documents regarding ZenKey, the Request

1 is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive
2 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing
3 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this
4 case to the extent it seeks documents regarding ZenKey because any tangential relevance Ross could
5 theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality issues.
6 AT&T further objects that Ross can obtain any relevant information regarding ZenKey via public
7 information easily accessible to Ross, including from AT&T's website.

8 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
9 produce non-privileged responsive documents, to the extent such documents exist and do not pertain
10 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

11 **45. Communications between Johannes Jaskolski and GSMA RELATING TO**
12 **unauthorized SIM swaps, including as they relate to ZenKey.**

13 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
14 response and production of documents will be limited to information from the time period of January
15 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and
16 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will
17 construe this phrase to mean SIM swaps that were performed in connection with the telephone
18 numbers of AT&T customers without being authorized by those customers. AT&T objects to this
19 Request to the extent it seeks information regarding the claims and activities of other AT&T
20 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or
21 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T
22 further objects to this Request because the requested information about other customers is protected
23 against disclosure by applicable federal and state law and authorities, including by not limited to the
24 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,
25 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further
26 objects that the Request seeks materials protected by the privacy right of third party customers.

27 AT&T further objects to this Request to the extent that it seeks documents relating to
28 ZenKey. Documents relating to ZenKey are not relevant to this litigation because ZenKey was not

1 used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further
2 objects that the requested information regarding ZenKey has no relevance to Ross's claim that his
3 own SIM swap should have or could have been prevented. AT&T further objects that ZenKey is
4 addressed only in the proposed amended complaint, which the Court has not granted Ross leave to
5 file. AT&T further objects that to the extent the Request seeks documents regarding ZenKey, the
6 Request is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive
7 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing
8 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case
9 to the extent it seeks documents regarding ZenKey because any tangential relevance Ross could
10 theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality issues.
11 AT&T further objects that Ross can obtain any relevant information regarding ZenKey via public
12 information easily accessible to Ross, including from AT&T's website.

13 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
14 produce non-privileged responsive documents, to the extent such documents exist and do not pertain
15 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

16 **46. Communications between Johannes Jaskolski and any Verizon employees**
17 **RELATING TO unauthorized SIM swaps, including as they relate to ZenKey.**

18 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
19 response and production of documents will be limited to information from the time period of January
20 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and
21 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will
22 construe this phrase to mean SIM swaps that were performed in connection with the telephone
23 numbers of AT&T customers without being authorized by those customers. AT&T objects to this
24 Request to the extent it seeks information regarding the claims and activities of other AT&T
25 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or
26 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T
27 further objects to this Request because the requested information about other customers is protected
28 against disclosure by applicable federal and state law and authorities, including by not limited to the

1 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,
2 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further
3 objects that the Request seeks materials protected by the privacy right of third party customers and/or
4 by confidentiality interests of Verizon.

5 AT&T further objects to this Request to the extent that it seeks documents relating to ZenKey.
6 Documents relating to ZenKey are not relevant to this litigation because ZenKey was not used by or
7 available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that
8 the requested information regarding ZenKey has no relevance to Ross's claim that his own SIM
9 swap should have or could have been prevented. AT&T further objects that ZenKey is addressed
10 only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T
11 further objects that to the extent the Request seeks documents regarding ZenKey, the Request is
12 unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial
13 information of third parties that AT&T is prohibited from disclosing and that has no bearing on this
14 litigation. AT&T further objects that this Request is not proportionate to the needs of this case to the
15 extent it seeks documents regarding ZenKey because any tangential relevance Ross could theorize
16 for ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T
17 further objects that Ross can obtain any relevant information regarding ZenKey via public
18 information easily accessible to Ross, including from AT&T's website.

19 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
20 produce non-privileged responsive documents, to the extent such documents exist and do not pertain
21 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

22 **47. Communications between Johannes Jaskolski and any T-Mobile employees**
23 **RELATING TO unauthorized SIM swaps, including as they relate to ZenKey.**

24 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's
25 response and production of documents will be limited to information from the time period of January
26 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and
27 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will
28 construe this phrase to mean SIM swaps that were performed in connection with the telephone

1 numbers of AT&T customers without being authorized by those customers. AT&T objects to this
2 Request to the extent it seeks information regarding the claims and activities of other AT&T
3 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or
4 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T
5 further objects to this Request because the requested information about other customers is protected
6 against disclosure by applicable federal and state law and authorities, including by not limited to the
7 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,
8 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further
9 objects that the Request seeks materials protected by the privacy right of third party customers.

10 AT&T further objects to this Request to the extent that it seeks documents relating to ZenKey.
11 Documents relating to ZenKey are not relevant to this litigation because ZenKey was not used by or
12 available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that
13 the requested information regarding ZenKey has no relevance to Ross's claim that his own SIM
14 swap should have or could have been prevented. AT&T further objects that ZenKey is addressed
15 only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T
16 further objects that to the extent the Request seeks documents regarding ZenKey, the Request is
17 unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial
18 information of third parties that AT&T is prohibited from disclosing and that has no bearing on this
19 litigation. AT&T further objects that this Request is not proportionate to the needs of this case to the
20 extent it seeks documents regarding ZenKey because any tangential relevance Ross could theorize
21 for ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T
22 further objects that Ross can obtain any relevant information regarding ZenKey via public
23 information easily accessible to Ross, including from AT&T's website.

24 Subject to and without waiving the foregoing General and Specific Objections, AT&T will
25 produce non-privileged responsive documents, to the extent such documents exist and do not pertain
26 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.
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